

# Terms and Conditions

This Professional Services Agreement sets forth the terms and conditions under which Daedalus Business Services Limited shall provide Professional Services to the named Customer.

This Agreement is made between:

(1) Daedalus Business Services Limited

a company registered in England & Wales under company number 07364818 whose registered office is at 3 Hurley Crescent, London SE16 6AL (“the Supplier”); and

(2)

(“the Customer”).

Contract Period: Starting on the above commencement date until completion of the project.

Services: The Supplier shall provide the services described in Schedule 1 of this Agreement, and the Customer undertakes to respect its obligations as described in Schedule 2.

Agreement: This Agreement is subject to the Terms and Conditions attached and the Customer acknowledges that it has read, understood, and agrees to be bound by such Terms and Conditions. This Agreement shall be interpreted and governed by the laws of England. The Customer consents to the jurisdiction of the courts of England in all actions and proceedings arising from or related to this Agreement.

## TERMS AND CONDITIONS

### 1) DEFINITIONS

1.1 For the purpose of this Agreement:

“Background Intellectual Property Rights” means the Intellectual Property Rights owned by or licensed to a party prior to the commencement of the Contract Period;

“Consultant” means any suitably qualified consultant provided by the Supplier for the performance of the Services;

“Consultant Day” means one Consultant working a total of 7 (seven) hours between 09.00 and 17.00 hours on any day except a Saturday, Sunday, bank or a public holiday;

“Fees” means the fees set out and/or calculated pursuant to Schedule 1;

“Intellectual Property Rights” means all patents, rights to inventions, utility models, copyright and related rights, trademarks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database right, topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world; and

“Third Party Software” means any proprietary third-party software in respect of which the Services are to be provided.

“Scope” means any services agreed and laid out in Schedule 1

1.2 Other words or expressions used herein which have a capital initial letter shall have the meaning indicated on page 1 or 2 of this Agreement.

## 2) SCOPE OF SERVICES

2.1 The Customer hereby engages the Supplier to provide the Services during the Contract Period.

2.2 The Supplier’s Consultants shall use all reasonable endeavours to perform the work requested by the Customer in accordance with the description of the Services as detailed in Schedule 1.

2.3 If the Customer requests the Supplier to provide any additional services beyond the Scope included in the Services, and the Supplier accepts, such additional services shall, unless otherwise agreed, be carried out on a time and materials basis at the rates set out in Schedule 1 and on the terms and conditions of this Agreement.

2.4 The Supplier may replace a Consultant providing the Services by another of suitable competence as may be necessary due to training requirements, holidays or on other reasonable grounds.

2.5 The Supplier shall use reasonable endeavours to meet any performance dates, but any such dates shall be estimates only and time for performance by the Supplier shall not be of the essence of this Agreement.

### 3) TERM

3.1 This Agreement shall commence, or be deemed to have commenced, on the first day of the Contract Period, and continue until the last day of the Contract Period, or if earlier, termination of this Agreement.

### 4) FEES AND EXPENSES

4.1 The Customer shall pay the Fees and any reasonable expenses incurred by the Supplier in respect of the Services of the type specified in Schedule 1 on production of an invoice for such Fees and expenses by the Supplier.

4.2 In the event that the estimated period for completion of the project cannot be reasonably met, the Consultant will provide notice to the Customer, and the Customer agrees to pay any fees in accordance with Schedule 1, 2.1 for any subsequent services provided by the Consultant beyond the estimated period.

### 5) PROJECT MANAGEMENT

5.1 Each party will designate a project manager who will be responsible for managing the Services.

5.2 The Customer acknowledges that the Supplier's Project Manager shall not, acting alone, have the authority to agree to any alteration to this Agreement.

### 6) WARRANTIES AND REPRESENTATIONS

6.1 The Supplier and its Consultants will use their reasonable endeavours to perform the Services and shall use all reasonable skill and care in doing so.

6.2 The Customer's exclusive remedy for a breach of such warranty is limited to either, at the election of the Supplier, a refund of an equitable portion of fees paid, or the Supplier performing the disputed Services again to the agreed standard.

6.3 The Supplier makes no warranty or representation that it will provide a solution to any particular problem whether within the Contract Period or otherwise, save where expressly otherwise specified in Schedule 1. Any time periods for achieving any objective referred to in the description of the Services in Schedule 1 are estimates only.

6.4 All other warranties implied by law or otherwise are hereby expressly excluded.

## 7) CLIENT'S OBLIGATIONS

7.1 In addition to the specific obligations set out in Schedule 2, the Customer will allow the Supplier Consultants access to the Customer's premises and shall make available such office space, typing, telephone and other facilities and time upon the Customer's access to and use of the Customer's computer equipment free of charge in order that the Services may be performed in a timely and efficient manner.

7.2 The Customer shall also make available to the Supplier's Consultants such of the time of its management and other qualified employees as may be necessary to enable the Supplier to proceed promptly with each stage of the Services, and shall ensure that such personnel co-operate fully with the Supplier.

7.3 All software, information, data, and documentation required by the Supplier to carry out its obligations under this Agreement shall be supplied by the Customer free of charge and shall be accurate and complete, and in the case of software, shall be virus-free. Such software, information, data, and documentation shall be subject to the provisions of confidentiality contained in Clause 15 hereof.

7.4 The Customer shall ensure it has and continues to have all licences, consents and permissions necessary for the Supplier to use all materials, including documentation, reports and data, provided to it by, or on behalf of, the Customer.

7.5 The Customer shall have, or procure, and maintain all necessary licences in respect of the Third Party Software, and where the Supplier provides Services to the Customer in respect of Third Party Software, the Customer will indemnify the Supplier from all claims arising from any breach by the Customer of this clause 7.5.

7.6 The Customer shall provide the Supplier and the Consultant with all access to information and systems reasonably required in order to perform the Services.

7.7 If the Customer fails to observe any of its obligations under this Agreement then, without prejudice to any other rights and remedies it may have, the Supplier may suspend the performance of the Services and may extend the Contract Period accordingly.

## 8) PAYMENT

8.1 The Customer agrees to pay all taxes, including VAT at the applicable rate, and duties which may be levied in connection with this Agreement, excluding any taxes properly payable by the Supplier on income derived by it.

8.2 Unless otherwise specified in Schedule 1, the Supplier shall render invoices for the Fees in respect of the Services monthly, and the Customer shall pay within 30 days of the date of the invoice.

8.3 Without prejudice to any other rights or remedies of the Supplier, the Customer shall be liable to pay, on any outstanding Fees due under this Agreement not received by the Supplier within 30 days of the date of the invoice interest at the rate specified in the Late Payment of Commercial Debts (Interest) Act 1998 as amended and supplemented by the Late Payment of Commercial Debts Regulation 2002, with such interest accruing on a daily basis from the due date until the outstanding Fees are paid.

8.4 The Customer shall reimburse all reasonable expenses properly and necessarily incurred by the Supplier in providing the Services at the rates set out in Schedule 1.

8.5 All invoices shall be paid in full, without reduction or set off of any kind.

## 9) INTELLECTUAL PROPERTY RIGHTS

9.1 All Background Intellectual Property Rights shall remain vested in the relevant party.

9.2 To the extent that the provision of the Services requires the Supplier to modify software, or to design and build original software for the Customer, whether in human or machine-readable form ("Developed Material"), the Intellectual Property Rights in such software and related documents shall vest in the Supplier. The Supplier reserves the right to grant a licence to use the Developed Material to any other parties and the Customer acquires no rights in or to the Developed Material other than those expressly granted by this Agreement.

9.3 The Customer shall do, and execute or arrange for the doing and executing of, each necessary act, document and thing that the Supplier may consider necessary to perfect the right, title and interest of the Supplier in the Intellectual Property Rights in the Developed Material.

9.4 Subject to payment of the Fees, the Supplier grants (or shall procure that the relevant third party shall grant) the Customer a continuing (but terminable in the event of the Customer's breach of this Agreement), non-exclusive, non-transferable, non-sub-licensable, royalty free licence to use the Intellectual Property Rights in the Developed Material and the Supplier's Background Intellectual Property Rights solely to the extent required for the Customer to receive the Services.

9.5 Any Intellectual Property Rights in the Third Party Software and any associated documentation shall remain vested in the relevant third party. The Customer shall indemnify and hold the Supplier harmless against any loss or damage which it may suffer or incur to such a third party as a result of the Customer's breach of the terms of this Agreement.

## 10) TERMINATION

10.1 Without prejudice to any other rights it may have, either party may terminate this Agreement if the other party:

a) becomes insolvent or ceases to carry on business;

- b) commits an act of bankruptcy;
- c) presents a petition for its winding-up;
- d) goes into liquidation or calls a meeting of its creditors;
- e) has a receiver or administrator or similar officer appointed over all or part of its assets; or
- f) makes an arrangement or composition with its creditors generally, other than as part of a solvent group reorganisation in respect of points a) to f) inclusive above; or
- g) commits a material breach of its obligations set out in this Agreement which is incapable of remedy or is capable of remedy but has not been remedied within 30 days of receipt of a written notice specifying the breach and the other party's intention to terminate if the breach is not remedied.

10.2 In addition, the Supplier may terminate this agreement:

- a) immediately on written notice to the Customer if the provider of the Third Party Software terminates its licence agreement with the Supplier; and
- b) on 30 days' written notice to the Customer for any other reason.

10.3 Upon termination of the Agreement in accordance with clauses 10.1 and 10.2, or on the expiry of the Contract Period:

- a) each party shall promptly return any property of the other which it has in its possession or control;
- b) the Customer shall promptly pay the Supplier all unpaid Fees accrued until the date of termination or expiry of the Contract Period; and
- c) the Customer shall, where the Supplier has terminated the Agreement for a material breach of this Agreement by the Customer and this has given rise to additional costs being incurred by the Supplier, pay to the Supplier these additional costs, provided that they have been reasonably incurred.

## 11) LIMITATION OF LIABILITY AND ACTION

11.1 This Clause 11 sets out the Supplier's entire liability (including any liability for acts of its employees, agents and sub-contractors) to the Customer in respect of:

- a) any breach of this Agreement; and

b) any representation or statement, any tortious act or omission, including negligence and any failure to observe any statutory duty.

11.2 the Supplier's entire liability, for any event or connected series of events other than for death or personal injury resulting from its own negligence or that of its agents, or any other liability that, as a matter of law, cannot be limited or excluded, shall not exceed the Fees paid to the Supplier by the Customer under this Agreement, or £100,000, whichever is greater.

11.3 In no event shall the Supplier be liable for any

a) special, indirect, incidental or consequential loss or damages; or

b) loss of actual or anticipated profits or loss of contracts or opportunities (whether direct or indirect or otherwise)

whether arising from negligence, breach of contract or otherwise, even if the Supplier has been advised of the possibility of such loss or damages.

11.4 The Supplier shall not be liable for any loss of or damage to any data, documents or software of the Customer, and the Customer shall ensure that it has adequate back-up copies.

11.5 No action may be brought hereunder more than one (1) year (or if the law requires a longer period, the minimum period required by law) after the cause of action accrued.

11.6 The Customer acknowledges that the limitations and exclusions of liability contained in this Agreement are fair and reasonable in all the circumstances, and that the cost of the Services reflects the apportionment of liability as set out in this clause 11.

11.7 The limitations and exclusions of liability contained in this clause 11 shall operate as a single aggregate limit for the Customer and any employee, affiliate and member of the Customer's corporate group.



11.8 The Customer will procure that no employee, affiliate or group member will bring a claim against the Company directly.

## 12) ASSIGNABILITY

12.1 The Customer shall not assign, novate or deal in any way with all or any part of the benefit of, or its rights or benefits under, this Agreement without the prior written consent of the Supplier.

12.2 The Supplier may at any time assign, novate, subcontract, charge or deal in any other manner with any or all of its rights and obligations under this Agreement and shall give written notice of such to the Customer.

## 13) INVALIDITY

13.1 Any provision or part of this Agreement held by a court of competent jurisdiction to be illegal, invalid, or unenforceable shall be severed and the remaining provisions shall remain in full force and effect.

## 14) NO SOLICITATION OF STAFF

14.1 The Customer shall not, for the Contract Period and for a further period of 6 (six) months thereafter, it will not directly or indirectly attempt to solicit or entice away from the employment of the Supplier any of the Supplier's staff, who at any time have been engaged in the performance of the Services, in whatever respect.

14.2 In the event of breach of this obligation by the Customer, the Customer shall be liable to pay to the Supplier, on demand, by way of liquidated damages, a sum equal to one year's basic salary for that employee.

## 15) CONFIDENTIALITY

15.1 Each party undertakes to keep and treat as confidential and not to disclose to any third party any information relating to the business or trade secrets of the other, nor make use of such information for any purpose whatsoever except for the purposes of this Agreement. Provided that the foregoing obligation shall not extend to information which is:

- a) published or otherwise generally available to the public, other than by breach of this Agreement;
- b) rightfully in the possession of both parties and was rightfully in their possession prior to negotiations leading to this Agreement; or
- c) received bona fide by one party from a party not acting in violation of any written agreement with the originator.

15.2 The foregoing obligations as to confidentiality shall survive any termination of this Agreement.

15.3 Nothing in this Agreement shall operate so as to prevent either party or any of its staff from making use of knowledge acquired, principles learned or experience gained during the execution of the Agreement where such use does not amount to an infringement of the other party's Intellectual Property Rights.

#### 16) FORCE MAJEURE

16.1 Neither party shall be under any liability to the other party for any delay or failure to perform any obligation hereunder (except a failure to pay) if the same is wholly or partly caused, whether directly or indirectly by circumstances beyond its reasonable control. However, in the event that those circumstances persist for a period in excess of 12 (twelve) weeks, both parties shall have the right at any time after such a 12 (twelve) week period and during the continuation of those circumstances, to terminate this Agreement by giving not less than 4 (four) weeks' written notice.

#### 17) DATA PROTECTION

17.1 The Supplier will act in accordance with the Data Protection Act 2018. In clause 17.2, "personal data", "data controller", "data processor" and "process" shall have the meaning given to them in the Data Protection Act 2018.

17.2 If The Supplier processes any personal data on the Customer's behalf when performing its obligations under this Agreement, the parties record their intention that the Customer shall be the data controller and the Supplier shall be a data processor and in any such case:

- a) The Supplier shall process the personal data in accordance with the Customer's instructions from time to time and shall not process the personal data for any purpose other than those expressly authorised by the Customer;
- b) the Customer acknowledges and agrees that the personal data may be transferred or stored outside the UK, EEA or the country where the Customer and the users are located in order to carry out the Services and the Supplier's other obligations under this Agreement;
- c) the Customer shall ensure that the Customer is entitled to transfer the relevant personal data to the Supplier so that the Supplier may lawfully use, process and transfer the personal data in accordance with this agreement on the Customer's behalf;
- d) the Customer shall ensure that the relevant third parties have been informed of, and have given their consent to, such use, processing, and transfer as required by all applicable data protection legislation; and
- e) each party shall take appropriate technical and organisational measures against unauthorised or unlawful processing of the personal data or its accidental loss, destruction or damage.

## 18) WAIVER

18.1 Failure by either party at any time to require the performance of any provision of this Agreement shall not affect the right of such party to require full performance thereof at any time thereafter. The waiver by either party of any breach or any such provision of this Agreement shall not be taken or held to be a waiver of any subsequent breach thereof or as nullifying the effectiveness of any such provision or in any way prejudicing such party's right hereunder.

## 19) ALTERATIONS

19.1 No alteration, modification or addition to the scope of the Services or any other provision of this Agreement shall be valid unless made in writing and signed by the duly authorised representatives of the Customer and by the duly authorised officer of the Supplier.

## 20) NOTICES

20.1 Any and all notices, documents and other communications relating to termination of this Agreement must be in writing and delivered to or posted by prepaid registered or recorded delivery post to the last known address or registered office.

## 21) THIRD PARTY RIGHTS

21.1 A person who is not the Customer or the Supplier shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Agreement.

## 22) ENTIRE AGREEMENT

22.1 This Agreement states the entire understanding between the parties with respect to its subject matter and supersedes all prior agreements and representations, oral or written. There are no promises, representations, covenants or undertakings other than those expressly set forth in this Agreement.

22.2 Any additional terms or conditions contained in a purchase order or other document issued to the Supplier in connection with this Agreement shall not be binding on the Supplier nor have any effect upon this Agreement.

## 23) GOVERNING LAW

23.1 This Agreement shall be governed by the provisions of English Law and both parties shall submit to the exclusive jurisdiction of the English Courts.

## Schedule 1 – Services and Fees

### 1. SERVICES

[Description of Services to be provided]

### 2. FEES

#### 2.1 STANDARD RATES

- All professional services work will be charged at £[Rate] per day on a time and materials basis unless otherwise stated.
- All pricing excludes VAT and expenses

– [Deposit Percentage]% deposit paid up front to be invoiced on commencement of this agreement. The Supplier will provide a project status report at regular intervals summarising the work completed.

### 2.2 EXPENSES

Travel/accommodation/subsistence : At cost, if incurred

#### Schedule 2 – Client Obligations

##### 1. KEY WORK DEPENDENCIES AND ASSUMPTIONS

The Supplier's ability to meet project expectations is dependent upon various events, accomplishments and assumptions that are the responsibility of the Customer including, but not solely, the following:

- Access to the Customer's staff for discussion
- Timely responses to questions or requests

The Supplier agrees to liaise with the Customer to afford the Customer a reasonable opportunity to meet its said responsibilities under this section in a manner permitting the Supplier to meet project expectations without interruption or delay.